

Exhibit 1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ALLHERE EDUCATION, INC.,

Debtor.

Chapter 7

Case No. 24-11841-LSS

**STIPULATION TO TERMINATE EXECUTORY CONTRACT BETWEEN
AMAZON WEB SERVICES, INC. AND ALLHERE EDUCATION, INC.**

Amazon Web Services, Inc. (“AWS”) and George L. Miller, Chapter 7 Trustee (the “Trustee”) for the estates of the above-captioned debtor (the “Debtor”) hereby stipulate and agree as follows:

RECITALS

1. On August 13, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 7 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et. seq.* in the United States Bankruptcy Court for the District of Delaware. Thereafter, the Trustee was appointed as the chapter 7 Trustee for the Debtor’s bankruptcy estates.

2. AWS is a worldwide leader in the provision of cloud computing and storage services. AWS provides cloud computing and storage services to Debtor according to the terms of an AWS Customer Agreement (the “Agreement”), a copy of which can found at the following link: <https://aws.amazon.com/agreement/>. Debtor’s cloud computing and storage accounts with AWS are identified by a main payor account number ending in “00775”, as well as certain linked accounts ending in the following numbers: “99073”, “73986”, “65846”, “37582”, “69174”, “63206”, “72579”, “82001” and “04263” (collectively, the “AWS Accounts”).

3. AWS asserts that the Debtor owes AWS a total of \$40,374.74 for services that AWS provided on a prepetition basis in connection with the AWS Accounts. In addition, AWS asserts that charges continue to accrue on the AWS Accounts, and that a total of \$44,465.46 in charges were owed as of August 1, 2025, for AWS services rendered during postpetition periods.

4. The Trustee has no intention or desire to continue to use the AWS Accounts and has decided that he no longer has any need for any data being stored in connection with the AWS Accounts.

5. Pursuant to the terms of the Stipulation, AWS and the Trustee have agreed to terminate the Agreement according to the terms set forth below.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

A. The Agreement is rejected pursuant to Section 365 of the Bankruptcy Code, and terminated immediately without further notice, effective as of the date the Court enters an order approving this Stipulation.

B. AWS shall have no obligations of performance under the Agreement and in connection with the AWS Accounts.

C. AWS may delete the AWS Accounts, and all data stored in connection therewith, without further notice.

D. Nothing herein shall waive or limit AWS' rights to assert claims in the case for charges accrued through the date of the order approving this Stipulation.

E. To the extent relief from the automatic stay under 11 U.S.C. § 362(d) is required for any relief approved in connection with this Stipulation, such relief from the automatic stay shall be immediately and automatically granted upon entry of a Court order approving this Stipulation.

F. Notwithstanding the applicability of Bankruptcy Rule 4001(a)(3), the terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

Dated: October 13, 2025

ASHBY & GEDDES, P.A.

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